STANDARD FORM FREELANCE TELEVISION WRITER'S EMPLOYMENT CONTRACT

Agreement entered into at _____, this _____ day of
(Company address)

_____ 20 _____ between _____,

hereinafter called "Company" and _____,

hereinafter called "Writer."

WITNESSETH:

1. Company hereby employs the Writer to render services in the writing, composition, preparation and revision of the literary material described in Paragraph 2 hereof, hereinafter for convenience referred to as "work." The Writer accepts such employment and agrees to render his services hereunder and devote his best talents, efforts and abilities in accordance with the instructions, control and directions of the Company.

2. DESCRIPTION OF WORK

(a) IDENTIFICATION

Series Title: _____

Program Title: _____

Based On (If Applicable) _____

(b) FORM

( ) Story
( ) Teleplay
( ) Rewrite
( ) Sketch
( ) Non-Commercial Openings and Closings
( ) Plot Outline - Narrative Synopsis of Story
( ) Option for Teleplay
( ) Pilot
( ) Polish
( ) Narration
( ) Format
( ) Bible

(c) TYPE OF PROGRAM

( ) Episodic Series ( ) Unit Series ( ) Single Unit ( ) Strip/5 per week

( ) Comedy/Variety ( ) Documentary ( ) Dramatic ( ) News

( ) Quiz & Audience Participation ( ) Other Non-Dramatic Program

(d) PROGRAM LENGTH: _____ minutes

(e) METHODS OF PRODUCTION & DISTRIBUTION

( ) Film ( ) Videotape ( ) Live ( ) Video Cassette

( ) Network ( ) Syndication ( ) Pay TV ( ) Basic Cable

3. (a) The Writer represents that (s)he is a member in good standing of the Writers Guild of America (West or East), Inc. and warrants that he will maintain such membership in good standing during the term of his employment.

(b) The Company warrants it is a party to the WGA 2011 Theatrical and Television Basic Agreement (which is hereinafter designated MBA).

(c) Should any of the terms hereof be less advantageous to the Writer than the minimums provided in said MBA, then the terms of the MBA shall supersede such terms hereof; and in the event this Agreement shall fail to provide benefits for the Writer which are provided by the MBA, then such benefits for the Writer provided by the terms of the MBA are deemed incorporated herein. Without limiting the generality of the foregoing, it is agreed that screen credits for authorship shall be determined pursuant to the provisions of Schedule A of the MBA in accordance with its terms at the time of such determination.

4. DELIVERY

Pursuant to Article 13.B.9. of the MBA the following information must be completed:

(a) Name(s) and function of the person(s) to whom delivery of all work is to be made by Writer: _____

_____

(b) Place where delivery of all work is to be made by Writer: _____

_____

(c) Name of person who is authorized on behalf of Company to request Writer to perform rewrites of the work: _____

_____

Company shall give Writer written notice of any changes in the name(s) of the person(s) to whom delivery is to be made and/or the name(s) of the person(s) authorized to request rewrites.

If the Writer has agreed to complete and deliver the work, and/or any changes and revisions, within a certain period or periods of time, then such agreement will be expressed in this paragraph as follows:

5. COMPENSATION

As full compensation for all services to be rendered hereunder, the rights granted to the Company with respect to the work, and the undertakings and agreements assumed by the Writers, and upon condition that the Writer shall fully perform such undertakings and agreements, Company will pay the Writer the following amounts:

(a) Compensation for services $_____

(b) Advance for television reruns (If Applicable) $_____

(c) Advance for theatrical use (If Applicable) $_____

No amounts may be inserted in (b) or (c) above unless the amount set forth in (a) above is at least twice the applicable minimum compensation set forth in the MBA for the type of services to be rendered hereunder.

If the assignment is for story and teleplay, story with option for teleplay or teleplay, the following amount of the compensation set forth in (a) above will be paid in accordance with the provisions of the MBA:

(i) $_____ following delivery of story.

(ii) $_____ following delivery of first draft teleplay.

(iii) $_____ following delivery of final draft teleplay.

6. WARRANTY

With respect to Writer's warranties and indemnification agreement, the Company and the Writer agree that upon the presentation of any claim or the institution of any action involving a breach of warranty, the party receiving notice thereof will promptly notify the other party in regard thereto. Company agrees that the pendency of any such claim or action shall not relieve the Company of its obligation to pay the Writer any monies until it has sustained a loss or suffered an adverse judgment or decree by reason of such claim or action.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on the day and year first above written.

_____
(Writer)
Address _____
_____
_____

_____
(Company)
By _____
Title _____
Address _____
_____
_____